

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: Master Agreement CC-2190-07/DRS - General Roofing Services for Seminole County

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Award Master Agreement CC-2190-07/DRS - General Roofing Services for Seminole County to three(3) Contractors: One Source Roofing, Orlando, Florida; Hartford South, LLC, Orlando, Florida; and The Roofing Connection, Orlando, Florida (Total estimated usage is \$500,000.00 per year).

County-wide

Ray Hooper

BACKGROUND:

CC-2190-07/DRS is a work order based Master Agreement that will provide for all labor, materials, equipment, coordination and incidentals necessary for general roofing services at various locations, on an as-needed basis, throughout Seminole County.

This project was publicly advertised and the County received six (6) responses. The Review Committee consisting of Scott Werley, Construction Manager, Facilities Management; Richard Steiger, Project Manager I, Facilities Management; and Al Mitchell, Contracts Project Coordinator, Facilities Management, reviewed the responses based on bid price, qualifications and experience.

The Review Committee recommends award of the Master Agreement to the three (3) lowest priced, responsive, responsible bidders: One Source Roofing, Hartford South and The Roofing Connection. The term shall run for three (3) years and may be renewed for two (2) successive periods not to exceed one (1) year each. Pay Items under this Agreement provide for fixed labor rates and materials provided at actual cost plus a maximum ten percent administrative cost as established within Exhibit C under each Award Agreement. The backup documentation for this agenda item includes the Bid Tabulation Sheet.

Authorization for the performance of services by the Contractor under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Contractors. The work and dollar amount for each work order will be based on the project.

STAFF RECOMMENDATION:

Staff recommends that the Board award Master Agreement CC-2190-07/DRS - General Roofing Services for Seminole County to three(3) Contractors: One Source Roofing, Orlando, Florida; Hartford South, LLC, Orlando, Florida; and The Roofing Connection, Orlando, Florida (Total estimated usage is \$500,000.00 per year).

ATTACHMENTS:

1. CC-2190-07_DRS Award Agreement to One Source Roofing
2. CC-2190-07_DRS Award Agreement to Hartford South, LLC
3. CC-2190-07_DRS Award Agreement to The Roofing Connection
4. CC-2190-07/DRS Tabulation Sheet


Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**GENERAL ROOFING SERVICES AGREEMENT
(CC-2190-07/DRS)**


THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **ONE SOURCE ROOFING, INC.**, duly authorized to conduct business in the State of Florida, whose street address is 894 West Kennedy Boulevard, Orlando, Florida 32810 and whose mailing address is Post Office Box 3829, Orlando, Florida 32802, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. SERVICES. COUNTY  does hereby retain CONTRACTOR to furnish general roofing services, as more particularly described in Exhibit A - Scope of Services, attached hereto. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued

pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of roofing services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects nor that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY  reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, the Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the services called for under this Agreement in accordance with the Bid Form attached as Exhibit C. The total amount of compensation

paid to CONTRACTOR under the terms of this Agreement shall not exceed the amount budgeted by COUNTY for this project.

Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice, properly dated, describing any services rendered, the cost of the services, the name and address of CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

A copy of the invoice shall be sent to:

Administrative Services
200 W. County Home Road
Sanford, FL 32773



Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 6. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, weather, Chapter 220, Part 1, "Purchasing Code", Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Contract.

(b) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) CONTRACTOR has carefully studied and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR or COUNTY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.


SECTION 7. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit C;

(3) Trench Safety Act, attached hereto as Exhibit D; and
(4) American with Disabilities Act Affidavit, attached
hereto as Exhibit E;

(b) As the Project progresses, additional documents shall become
part of the Agreement between COUNTY and CONTRACTOR. These documents
are:

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract
Documents;
- (6) General Conditions;
- (7) Supplementary  Conditions including any utility-
specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);

(19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);


(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

(22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 7. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 8. LIQUIDATED DAMAGES

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public  will suffer financial loss if the Work exceeds completion dates as set forth in the Work Order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day for each day CONTRACTOR exceeds the the completion dates as set forth in the Work Order. It is agreed

that if this Work is not completed in accordance with the Work Order, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 9. MISCELLANEOUS.


(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall  have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners,

successors, assigns, and legal representatives to the other party hereto and its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 10. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is acknowledged.

SECTION 11. NOTICES.  Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR SEMINOLE COUNTY:

Administrative Services
200 W. County Home Road
Sanford, Florida 32773

FOR CONTRACTOR:

Shawn Graham, Superintendent
One Source Roofing, Inc.
894 W. Kennedy Boulevard
Orlando, Florida 32810

SECTION 12. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10 (F).)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

SECTION 13. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents

related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by PROJECT MANAGER, the PROJECT MANAGER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by PROJECT MANAGER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.



SECTION 14. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 15. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 16. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is

required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

(End of Agreement /  Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

SHAWN GRAHAM, Superintendent

(Corporate Seal)

By: _____
ALICE JOHNSON, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Bid Forms
- Exhibit D - Trench Safety Act
- Exhibit E - American with Disabilities Affidavit

AEC:jjr
8/21/07;8/22/07
P:\Users\jroyal\Purchasing 2007\Agreements\CC-2190-07-One Source Roofing.doc

Exhibit A

Scope of Services

CC-2190-07/DRS

General Roofing Services for Seminole County

General Scope:

Seminole County seeks the services of three (3) qualified, Florida state licensed roofing contractors to provide all labor, materials, equipment and supervision to complete various roofing projects as identified by the Seminole County Facilities Management division. This will be a Work Order based agreement and specific project award will be determined by a competitive RFQ between the three (3) awarded contractors. The awarded contractors must be qualified to apply **ALL** roofing types listed under this Scope. The estimated annual usage for this contract is \$500,000.

Contractor Eligibility:

- Contractor shall hold a State of Florida roofing contractors license and be fully bonded and meet all Florida state and Seminole County insurance requirements.
- Contractor shall be certified in the application of the following roof types:
 - a) Build-Up: Cold Process, Hot Tar, Torch Down
 - b) Membranes: EPDM, Fibertite, Hypalon, PVC, TPO, Single-Ply
 - c) Metal: Corrugated, R-Panel, Stand-Seam, and all other types of metal roofing
 - d) Modified Bitumen: Cold Process, Hot Tar, Torch Down
 - e) Roof Coatings: Aluminum, Elastomeric, Sprayed Polyurethane Foam
 - f) Shingles: Asphalt, Cedar, Fiberglass, Metal, SBS
 - g) Tile: Concrete, Clay, Fiberglass, Metal
 - h) Slate: Natural, Metal
- Contractor shall be in good legal standing within the state of Florida and shall submit documentation of financial stability.
- Contractor shall provide verifiable references of similar contract/project experience. References shall include Company/Agency name, contract number, and contract award period, point of contact and phone number.
- Contractor will respond to calls for service within one hour.
- Contractor will provide emergency services within a 4-hour time period when deemed necessary by the County's Contracts Project Coordinator.
- Contractor will provide name and phone number of contact for 24-hour service.
- Contractor shall maintain a current listing of employees. The list shall include employee's name, social security number, driver license number and a complete and approved background check.
- All contractor employees shall wear a uniform shirt, displaying a company badge, clearly identifying them as an employee of the contractor.
- All contractor vehicles shall be identifiable with Company name.

Emergency Roofing Repairs:

The Contractor shall be responsible to provide the following:

- Contractor will respond to calls for service within one hour.
- Contractor will provide on-site emergency services within a 4-hour time period when deemed necessary by the County's Contracts Project Coordinator.
- Contractor will provide name and phone of contact for 24-hour service.
- Contractor shall remove all debris, garbage, equipment, and materials from the job site upon completion of the job.
- Clean-up of the work site and areas adjacent affected by the work.

Routine Roof Repairs:

The Contractor shall provide the following:

- Repair roof leaks on an as needed basis to County facilities.
- For all roof repairs, Contractor must locate and repair all leaks. Building(s) must be free of leaks at the completion of the roofing project.
- Contractor shall provide consulting services for existing roofs and submit a written detailed analysis for repair.
- Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's printed directions.
- Contractor is to commence work when a Facilities Maintenance Work Order Number/ FM # is received.
- Roof repairs are to be made with the same type of roofing material as the original application or approved substitution.
- For all roof repairs, the Contractor is understood to have given a professional guarantee stating that all materials used are of first quality and that the Contractor guarantees its applications against actual leakage resulting directly from faulty workmanship and/or materials for a period of one (1) year. This is in addition to any guarantee and/or warranty given by the manufacturer of the roofing materials used.
- The Contractor shall remove all debris, garbage, equipment and materials from the job site upon completion of the job. During construction, the Contractor shall keep the area in as orderly a condition as possible, being sure to remove all loose debris daily.
- Clean-up of the work site and areas adjacent affected by the work.

Roof Replacement:

- The Contractor shall provide consulting services for existing roofs and submit a written detailed analysis for replacement.
- The Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's printed directions.
- Roof replacements are to be made with the same type of roofing material as the original application, approved substitution, or as required by construction documents.
- For all roof replacements, the Contractor is understood to have given a professional guarantee stating that all materials used are of first quality and that the Contractor guarantees all work and/or materials for a period of two (2) years or the warranty given by the materials manufacture, whichever is longer. This is in addition to any guarantee and/or warranty given by the manufacturer of the roofing materials used.
- Removal and Disposal
 - a) Remove all roof covering materials down to the roof deck, including drip edge and flashing as needed.
 - b) Dispose of all demolition and construction waste in a manner consistent with local, state and federal solid waste disposal regulations, at an approved disposal site.
- Roof Installation
 - a) Provide all labor, materials, tools, equipment and supervision necessary to complete the installation of required roofing system.
 - b) Coordinate foot and vehicle traffic during project duration.
- Roof Decking
 - a) Any roof decking that is determined to be unsuitable must be replaced. This will be considered extra work, and compensation will be made separately.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

EXHIBIT B

WORK ORDER

Work Order Number: _____

Master Agreement No.: CC-2190-07/DRS Dated: _____
Contract Title: General Roofing Services for Seminole County
Project Title: _____

Contractor: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Robert L. Hunter, Procurement Supervisor

(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____

ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONTRACTOR to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONTRACTOR shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Price) all costs of any nature relating to:
 - (1) performance of the Work under Central Florida weather conditions;
 - (2) applicable law licensing, and permitting requirements;
 - (3) the Project site conditions, including but not limited to, subsurface site conditions;
 - (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.
 - (iv) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.
 - (1) In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
 - (2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work with the work of the COUNTY and its own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) CONTRACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project Manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGES.

- (i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions and within the time specified in this Agreement, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, N/A (\$) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.
- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from Contractor's failure in meeting either or both the Substantial Completion and Final Completion dates.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

"Exhibit C"

BID FORM
CC-2190-07/DRS

General Roofing Services for Seminole County

Name of Bidder: One Source Roofing
Mailing Address: PO Box 3829 Orlando FL 32802
Street Address: 894 W Kennedy Blvd, Orlando, FL
City/State/Zip: Orlando, FL 32802
Phone Number: (407) 660 8552
FAX Number: (407) 660 8012
Email Address: SG @ OneSourceRoofing.net
Roofing Contractors License Number: # CC055607

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 1 ONLY, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents.

A Time and Materials contract will be utilized to procure these services. The time and materials contract provide for the acquisition of services based on direct labor hours and material cost. Direct labor hours are paid for at specified fixed hourly rates that include wages, overhead, general and administrative expenses and profit. Material costs are paid generally at cost, including, if appropriate, material handling charges. The fixed hourly rates shall include all costs for work in place, including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Transportation of material to the project site
- Tools and related items

- Cost associated with company officers and support staff, superintendents, inspectors, project managers, estimators, administrators, buyers, etc.

Contractor will provide the County with copies of invoices for materials with Application for Payment.

Bidders shall provide costs for all categories:

MATERIAL COST:		Added Percentage % (1-10%)
Actual material cost plus percentage		<u>5</u> %
Actual equipment rental cost plus percentage		<u>5</u> %

SERVICES:	Hourly rate per person	Estimated Annual Hours	Total Cost
Minimum Service Charge (based on two (2) hours)	<u>0⁰⁰</u>		<u>0⁰⁰</u>
Leak repairs based on two (2) men crew for standard working hours, 7:00 – 5:00, Monday through Friday	<u>FIFTY 50⁰⁰</u>	650	<u>32,500</u>
Leak repairs based on two (2) men crew for non-standard working hours, other than 7:00 – 5:00, Monday through Friday	<u>FIFTY 50⁰⁰</u>	750	<u>37,500</u>
Hourly rate for services other than leak repairs for standard working hours, 7:00 – 5:00, Monday through Friday	<u>FIFTY 50⁰⁰</u>	850	<u>42,500</u>
Hourly rate for services other than leak repairs for non-standard working hours, other than 7:00 – 5:00, Monday through Friday	<u>FIFTY 50⁰⁰</u>	350	<u>17,500</u>
TOTAL BID PRICE:			<u>130,000</u>

THIRTY TWO
THOUSAND
FIVE HUNDRED
THIRTY SEVEN
THOUSAND
FIVE HUNDRED
FORTY SEVEN
THOUSAND
FIVE HUNDRED
SEVENTEEN
THOUSAND
FIVE HUNDRED
ONE HUNDRED
THIRTY
THOUSAND

1. Award for this agreement will be based on Total Bid Price. The Bidder acknowledges that each quoted rate proposed above includes compensation for all work, labor, permits, bonds, and any and all incidental costs necessary for the proper execution of the required services.
2. Contractor will bill for actual material cost and actual equipment rental cost plus percentage. Material and equipment costs will be identified on an individual project basis.
3. The award process for individual work orders is based on low bid process. Contractors will be asked to provide bids based on individual projects, and written quotes must reflect the above rates and include material & rental equipment costs.
4. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.

5. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

6. The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
Section 00150 - Trench Safety Act Form (if applicable to type of work)
Section 00160 - Bidder Information Forms (*Including W-9*)
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00330 - Drug-free Workplace Form
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this
23rd day of July, 2007.

One Source Roofing, Inc
(Name of BIDDER)

[Signature]
(Signature of person signing this BID FORM)

Alice Johnson
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bid Bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

"Exhibit D"

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY</u> <u>MEASURE</u>	<u>UNITS OF</u> <u>MEASURE</u>	<u>QUANTITY</u>	<u>UNIT</u> <u>COST</u>	<u>EXTENDED</u> <u>COST</u>

TOTAL \$ _____

Printed Name

Bidder Name

Signature

Date

*N/A - NO Trench work included in
Roofing Scope of Work
One Source Roofing, Inc.*

"Exhibit E"

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR:

One Source Roofing Inc

Signature:

[Signature]

Printed Name:

Alice A Johnson

Title:

President

Date:

7-23-2007

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 23rd day of July, 2007, by Alice A Johnson of One Source Roofing Inc (firm), on behalf of the firm. He/She is personally known to me or has produced identification.

BETTY L. LOWMAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD388731
EXPIRES 4/28/2009
BONDED THRU 1,488-NOTARY1


Betty L Lowman
Print Name BETTY L LOWMAN
Notary Public in and for the County
and State Aforementioned

My commission expires: 4-28-2009

**GENERAL ROOFING SERVICES AGREEMENT
(CC-2190-07/DRS)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **HARTFORD SOUTH, LLC**, duly authorized to conduct business in the State of Florida, whose street address is 7326 South Orange Avenue, Orlando, Florida 32809, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish general roofing services,  as more particularly described in Exhibit A - Scope of Services, attached hereto. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date.

Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of roofing services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects nor that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, the Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the services called for under this Agreement in accordance with the Bid Form attached as Exhibit C. The total amount of compensation paid to CONTRACTOR under the terms of this Agreement shall not exceed

the amount budgeted by COUNTY for this project.

Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice, properly dated, describing any services rendered, the cost of the services, the name and address of CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

A copy of the invoice shall be sent to:

Administrative Services
200 W. County Home Road
Sanford, FL 32773




Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 6. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, weather, Chapter 220, Part 1, "Purchasing Code", Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Contract.

(b) CONTRACTOR declares and agrees that COUNTY may require him

to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) CONTRACTOR has carefully studied and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all  permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR or COUNTY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

SECTION 7. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit C;
- (3) Trench Safety Act, attached hereto as Exhibit D; and

(4) American with Disabilities Act Affidavit, attached hereto as Exhibit E;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and

Complete);


(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

(22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 7. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 8. LIQUIDATED DAMAGES

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work exceeds completion dates as set  forth in the Work Order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day for each day CONTRACTOR exceeds the the completion dates as set forth in the Work Order. It is agreed that if this Work is not completed in accordance with the Work Order,

CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 9. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.




(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party

hereto and its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 10. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is acknowledged.

SECTION 11. NOTICES. Whenever either party desires to give notice unto the other including, but not  limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR SEMINOLE COUNTY:


Administrative Services
200 W. County Home Road
Sanford, Florida 32773

FOR CONTRACTOR:

Gary Shannon, Superintendent
Hartford South, LLC
7326 S. Orange Avenue
Orlando, FL 32809

SECTION 12. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10 (F).)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of  CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

SECTION 13. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents

related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by PROJECT MANAGER, the PROJECT MANAGER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by PROJECT MANAGER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.



SECTION 14. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 15. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 16. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is

required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

(End of Agreement / Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

FRED TUPPER, Member

By: _____
JAY A. RINTELMANN, Manager

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Bid Forms
- Exhibit D - Trench Safety Act
- Exhibit E - American with Disabilities Affidavit

AEC:jjr
08/21/07; 8/22/07
P:\Users\jroyal\Purchasing 2007\Agreements\CC-2190-07-Hartford South.doc

Exhibit A

Scope of Services

CC-2190-07/DRS

General Roofing Services for Seminole County

General Scope:

Seminole County seeks the services of three (3) qualified, Florida state licensed roofing contractors to provide all labor, materials, equipment and supervision to complete various roofing projects as identified by the Seminole County Facilities Management division. This will be a Work Order based agreement and specific project award will be determined by a competitive RFQ between the three (3) awarded contractors. The awarded contractors must be qualified to apply **ALL** roofing types listed under this Scope. The estimated annual usage for this contract is \$500,000.

Contractor Eligibility:

- Contractor shall hold a State of Florida roofing contractors license and be fully bonded and meet all Florida state and Seminole County insurance requirements.
- Contractor shall be certified in the application of the following roof types:
 - a) Build-Up: Cold Process, Hot Tar, Torch Down
 - b) Membranes: EPDM, Fibertite, Hypalon, PVC, TPO, Single-Ply
 - c) Metal: Corrugated, R-Panel, Stand-Seam, and all other types of metal roofing
 - d) Modified Bitumen: Cold Process, Hot Tar, Torch Down
 - e) Roof Coatings: Aluminum, Elastomeric, Sprayed Polyurethane Foam
 - f) Shingles: Asphalt, Cedar, Fiberglass, Metal, SBS
 - g) Tile: Concrete, Clay, Fiberglass, Metal
 - h) Slate: Natural, Metal
- Contractor shall be in good legal standing within the state of Florida and shall submit documentation of financial stability.
- Contractor shall provide verifiable references of similar contract/project experience. References shall include Company/Agency name, contract number, and contract award period, point of contact and phone number.
- Contractor will respond to calls for service within one hour.
- Contractor will provide emergency services within a 4-hour time period when deemed necessary by the County's Contracts Project Coordinator.
- Contractor will provide name and phone number of contact for 24-hour service.
- Contractor shall maintain a current listing of employees. The list shall include employee's name, social security number, driver license number and a complete and approved background check.
- All contractor employees shall wear a uniform shirt, displaying a company badge, clearly identifying them as an employee of the contractor.
- All contractor vehicles shall be identifiable with Company name.

Emergency Roofing Repairs:

The Contractor shall be responsible to provide the following:

- Contractor will respond to calls for service within one hour.
- Contractor will provide on-site emergency services within a 4-hour time period when deemed necessary by the County's Contracts Project Coordinator.
- Contractor will provide name and phone of contact for 24-hour service.
- Contractor shall remove all debris, garbage, equipment, and materials from the job site upon completion of the job.
- Clean-up of the work site and areas adjacent affected by the work.

Routine Roof Repairs:

The Contractor shall provide the following:

- Repair roof leaks on an as needed basis to County facilities.
- For all roof repairs, Contractor must locate and repair all leaks. Building(s) must be free of leaks at the completion of the roofing project.
- Contractor shall provide consulting services for existing roofs and submit a written detailed analysis for repair.
- Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's printed directions.
- Contractor is to commence work when a Facilities Maintenance Work Order Number/ FM # is received.
- Roof repairs are to be made with the same type of roofing material as the original application or approved substitution.
- For all roof repairs, the Contractor is understood to have given a professional guarantee stating that all materials used are of first quality and that the Contractor guarantees its applications against actual leakage resulting directly from faulty workmanship and/or materials for a period of one (1) year. This is in addition to any guarantee and/or warranty given by the manufacturer of the roofing materials used.
- The Contractor shall remove all debris, garbage, equipment and materials from the job site upon completion of the job. During construction, the Contractor shall keep the area in as orderly a condition as possible, being sure to remove all loose debris daily.
- Clean-up of the work site and areas adjacent affected by the work.

Roof Replacement:

- The Contractor shall provide consulting services for existing roofs and submit a written detailed analysis for replacement.
- The Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's printed directions.
- Roof replacements are to be made with the same type of roofing material as the original application, approved substitution, or as required by construction documents.
- For all roof replacements, the Contractor is understood to have given a professional guarantee stating that all materials used are of first quality and that the Contractor guarantees all work and/or materials for a period of two (2) years or the warranty given by the materials manufacture, whichever is longer. This is in addition to any guarantee and/or warranty given by the manufacturer of the roofing materials used.
- Removal and Disposal
 - a) Remove all roof covering materials down to the roof deck, including drip edge and flashing as needed.
 - b) Dispose of all demolition and construction waste in a manner consistent with local, state and federal solid waste disposal regulations, at an approved disposal site.
- Roof Installation
 - a) Provide all labor, materials, tools, equipment and supervision necessary to complete the installation of required roofing system.
 - b) Coordinate foot and vehicle traffic during project duration.
- Roof Decking
 - a) Any roof decking that is determined to be unsuitable must be replaced. This will be considered extra work, and compensation will be made separately.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

EXHIBIT B

WORK ORDER

Work Order Number: _____

Master Agreement No.: CC-2190-07/DRS Dated: _____
Contract Title: General Roofing Services for Seminole County
Project Title: _____

Contractor: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

WITNESSES:

(Procurement Analyst)

By: _____
Robert L. Hunter, Procurement Supervisor

(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONTRACTOR to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONTRACTOR shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Price) all costs of any nature relating to:
 - (1) performance of the Work under Central Florida weather conditions;
 - (2) applicable law licensing, and permitting requirements;
 - (3) the Project site conditions, including but not limited to, subsurface site conditions;
 - (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.
 - (iv) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.
 - (1) In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
 - (2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work with the work of the COUNTY and its own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) CONTRACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project Manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGES.

- (i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions and within the time specified in this Agreement, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, N/A (\$) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.
- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from Contractor's failure in meeting either or both the Substantial Completion and Final Completion dates.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

"Exhibit C"

**BID FORM
CC-2190-07/DRS
General Roofing Services for Seminole County**

Name of Bidder: Hartford South, LLC

Mailing Address: P.O. Box 593515 Zip: 32859-3515

Street Address: 7326 So. Orange Avenue

City/State/Zip: Orlando, Florida 32809

Phone Number: (407) 857-9392

FAX Number: (407) 859-2740

Email Address: jay@hartfordsouth.com

Roofing Contractors License Number: CCC 035621

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents.

A Time and Materials contract will be utilized to procure these services. The time and materials contract provide for the acquisition of services based on direct labor hours and material cost. Direct labor hours are paid for at specified fixed hourly rates that include wages, overhead, general and administrative expenses and profit. Material costs are paid generally at cost, including, if appropriate, material handling charges. The fixed hourly rates shall include all costs for work in place, including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Transportation of material to the project site
- Tools and related items

- Cost associated with company officers and support staff, superintendents, inspectors, project managers, estimators, administrators, buyers, etc.

Contractor will provide the County with copies of invoices for materials with Application for Payment.

Bidders shall provide costs for all categories:

MATERIAL COST:		<i>Added Percentage % (1-10%)</i>
Actual material cost plus percentage		<u>10</u> %
Actual equipment rental cost plus percentage		<u>10</u> %

SERVICES:	<i>Hourly rate per person</i>	<i>Estimated Annual Hours</i>	<i>Total Cost</i>
Minimum Service Charge (based on two (2) hours)	\$ 47.50		\$ 95.00
Leak repairs based on two (2) men crew for standard working hours, 7:00 – 5:00, Monday through Friday	\$ 47.50	650	\$ 30,875.00
Leak repairs based on two (2) men crew for non-standard working hours, other than 7:00 – 5:00, Monday through Friday	\$ 71.25	750	\$ 53,437.50
Hourly rate for services other than leak repairs for standard working hours, 7:00 – 5:00, Monday through Friday	\$ 47.50	850	\$ 40,375.00
Hourly rate for services other than leak repairs for non-standard working hours, other than 7:00 – 5:00, Monday through Friday	\$ 71.25	350	\$ 24,937.50
TOTAL BID PRICE:			\$ 149,720.00

1. Award for this agreement will be based on Total Bid Price. The Bidder acknowledges that each quoted rate proposed above includes compensation for all work, labor, permits, bonds, and any and all incidental costs necessary for the proper execution of the required services.
2. Contractor will bill for actual material cost and actual equipment rental cost plus percentage. Material and equipment costs will be identified on an individual project basis.
3. The award process for individual work orders is based on low bid process. Contractors will be asked to provide bids based on individual projects, and written quotes must reflect the above rates and include material & rental equipment costs.
4. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.

5. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

6. The Bidder acknowledges the receipt, execution, and return of the following forms:

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- Section 00150 - Trench Safety Act Form (if applicable to type of work)
- Section 00160 - Bidder Information Forms (*Including W-9*)
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug-free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this
1st day of August, 2007.

Hartford South, LLC
(Name of BIDDER)


(Signature of person signing this BID FORM)

Jay A. Rintelmann
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidder's Bond
(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

"Exhibit D"

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ 0.00

Printed Name

Hartford South, LLC
Bidder Name

Signature

August 1, 2007
Date

Not applicable to the scope of work for this contract.

"Exhibit E"

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR:

Hartford South, LLC

Signature:

Printed Name:

Jay A. Rintelmann

Title:

President

Date:

August 1, 2007

Affix Corporate Seal

STATE OF FLORIDA)

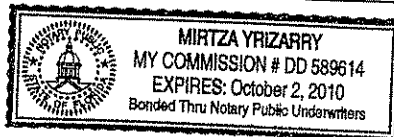
) ss

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 1st day of August, 2007, by Jay A. Rintelmann of Hartford South, LLC (a firm), on behalf of the firm. He/She is personally known to me or has produced identification.

Mirtza Yrizarry
Print Name Mirtza Yrizarry
Notary Public in and for the County
and State Aforementioned


My commission expires: October 2, 2010



**GENERAL ROOFING SERVICES AGREEMENT
(CC-2190-07/DRS)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **THE ROOFING CONNECTION, INC.**, duly authorized to conduct business in the State of Florida, whose street address is 3882 Center Loop, Orlando, Florida 32808, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish general roofing services,  as more particularly described in Exhibit A - Scope of Services, attached hereto. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date.

Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of roofing services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects nor that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, the Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the services called for under this Agreement in accordance with the Bid Form attached as Exhibit C. The total amount of compensation paid to CONTRACTOR under the terms of this Agreement shall not exceed

the amount budgeted by COUNTY for this project.

Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice, properly dated, describing any services rendered, the cost of the services, the name and address of CONTRACTOR, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

A copy of the invoice shall be sent to:

Administrative Services
200 W. County Home Road
Sanford, FL 32773




Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 6. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, weather, Chapter 220, Part 1, "Purchasing Code", Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Contract.

(b) CONTRACTOR declares and agrees that COUNTY may require him

to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) CONTRACTOR has carefully studied and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all  permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR or COUNTY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

SECTION 7. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit C;
- (3) Trench Safety Act, attached hereto as Exhibit D; and

(4) American with Disabilities Act Affidavit, attached hereto as Exhibit E;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and

Complete);

(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

(22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 7. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 8. LIQUIDATED DAMAGES

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work exceeds completion dates as set forth in the Work Order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day for each day CONTRACTOR exceeds the the completion dates as set forth in the Work Order. It is agreed that if this Work is not completed in accordance with the Work Order,

CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 9. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.




(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party

hereto and its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 10. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is acknowledged.

SECTION 11. NOTICES. Whenever either party desires to give notice unto the other including, but not  limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR SEMINOLE COUNTY:


Administrative Services
200 W. County Home Road
Sanford, Florida 32773

FOR CONTRACTOR:

Gary M. Jennings, Superintendent
The Roofing Connection, Inc.
3882 Center Loop
Orlando, Florida 32808

SECTION 12. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10 (F).)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of  CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

SECTION 13. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents

related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by PROJECT MANAGER, the PROJECT MANAGER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by PROJECT MANAGER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.



SECTION 14. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 15. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 16. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is

required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

(End of Agreement / Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

KATHRYN CUTCHER, Secretary
(Corporate Seal)

By: _____
C. EDWIN WALLICK, President
Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman
Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Bid Forms
- Exhibit D - Trench Safety Act
- Exhibit E - American with Disabilities Affidavit

AEC:jjr
08/21/07; 8/22/07
P:\Users\jroyal\Purchasing 2007\Agreements\CC-2190-07-Roofing Connection.doc

Exhibit A

Scope of Services CC-2190-07/DRS General Roofing Services for Seminole County

General Scope:

Seminole County seeks the services of three (3) qualified, Florida state licensed roofing contractors to provide all labor, materials, equipment and supervision to complete various roofing projects as identified by the Seminole County Facilities Management division. This will be a Work Order based agreement and specific project award will be determined by a competitive RFQ between the three (3) awarded contractors. The awarded contractors must be qualified to apply **ALL** roofing types listed under this Scope. The estimated annual usage for this contract is \$500,000.

Contractor Eligibility:

- Contractor shall hold a State of Florida roofing contractors license and be fully bonded and meet all Florida state and Seminole County insurance requirements.
- Contractor shall be certified in the application of the following roof types:
 - a) Build-Up: Cold Process, Hot Tar, Torch Down
 - b) Membranes: EPDM, Fibertite, Hypalon, PVC, TPO, Single-Ply
 - c) Metal: Corrugated, R-Panel, Stand-Seam, and all other types of metal roofing
 - d) Modified Bitumen: Cold Process, Hot Tar, Torch Down
 - e) Roof Coatings: Aluminum, Elastomeric, Sprayed Polyurethane Foam
 - f) Shingles: Asphalt, Cedar, Fiberglass, Metal, SBS
 - g) Tile: Concrete, Clay, Fiberglass, Metal
 - h) Slate: Natural, Metal
- Contractor shall be in good legal standing within the state of Florida and shall submit documentation of financial stability.
- Contractor shall provide verifiable references of similar contract/project experience. References shall include Company/Agency name, contract number, and contract award period, point of contact and phone number.
- Contractor will respond to calls for service within one hour.
- Contractor will provide emergency services within a 4-hour time period when deemed necessary by the County's Contracts Project Coordinator.
- Contractor will provide name and phone number of contact for 24-hour service.
- Contractor shall maintain a current listing of employees. The list shall include employee's name, social security number, driver license number and a complete and approved background check.
- All contractor employees shall wear a uniform shirt, displaying a company badge, clearly identifying them as an employee of the contractor.
- All contractor vehicles shall be identifiable with Company name.

Emergency Roofing Repairs:

The Contractor shall be responsible to provide the following:

- Contractor will respond to calls for service within one hour.
- Contractor will provide on-site emergency services within a 4-hour time period when deemed necessary by the County's Contracts Project Coordinator.
- Contractor will provide name and phone of contact for 24-hour service.
- Contractor shall remove all debris, garbage, equipment, and materials from the job site upon completion of the job.
- Clean-up of the work site and areas adjacent affected by the work.

Routine Roof Repairs:

The Contractor shall provide the following:

- Repair roof leaks on an as needed basis to County facilities.
- For all roof repairs, Contractor must locate and repair all leaks. Building(s) must be free of leaks at the completion of the roofing project.
- Contractor shall provide consulting services for existing roofs and submit a written detailed analysis for repair.
- Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's printed directions.
- Contractor is to commence work when a Facilities Maintenance Work Order Number/ FM # is received.
- Roof repairs are to be made with the same type of roofing material as the original application or approved substitution.
- For all roof repairs, the Contractor is understood to have given a professional guarantee stating that all materials used are of first quality and that the Contractor guarantees its applications against actual leakage resulting directly from faulty workmanship and/or materials for a period of one (1) year. This is in addition to any guarantee and/or warranty given by the manufacturer of the roofing materials used.
- The Contractor shall remove all debris, garbage, equipment and materials from the job site upon completion of the job. During construction, the Contractor shall keep the area in as orderly a condition as possible, being sure to remove all loose debris daily.
- Clean-up of the work site and areas adjacent affected by the work.

Roof Replacement:

- The Contractor shall provide consulting services for existing roofs and submit a written detailed analysis for replacement.
- The Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's printed directions.
- Roof replacements are to be made with the same type of roofing material as the original application, approved substitution, or as required by construction documents.
- For all roof replacements, the Contractor is understood to have given a professional guarantee stating that all materials used are of first quality and that the Contractor guarantees all work and/or materials for a period of two (2) years or the warranty given by the materials manufacture, whichever is longer. This is in addition to any guarantee and/or warranty given by the manufacturer of the roofing materials used.
- Removal and Disposal
 - a) Remove all roof covering materials down to the roof deck, including drip edge and flashing as needed.
 - b) Dispose of all demolition and construction waste in a manner consistent with local, state and federal solid waste disposal regulations, at an approved disposal site.
- Roof Installation
 - a) Provide all labor, materials, tools, equipment and supervision necessary to complete the installation of required roofing system.
 - b) Coordinate foot and vehicle traffic during project duration.
- Roof Decking
 - a) Any roof decking that is determined to be unsuitable must be replaced. This will be considered extra work, and compensation will be made separately.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

EXHIBIT B

WORK ORDER

Work Order Number: _____

Master Agreement No.: CC-2190-07/DRS Dated: _____
Contract Title: General Roofing Services for Seminole County
Project Title: _____

Contractor: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

(Procurement Analyst)

By: _____
Robert L. Hunter, Procurement Supervisor

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____

ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONTRACTOR to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONTRACTOR shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Price) all costs of any nature relating to:
 - (1) performance of the Work under Central Florida weather conditions;
 - (2) applicable law licensing, and permitting requirements;
 - (3) the Project site conditions, including but not limited to, subsurface site conditions;
 - (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.
 - (iv) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.
 - (1) In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
 - (2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work with the work of the COUNTY and its own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) CONTRACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project Manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGES.

- (i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions and within the time specified in this Agreement, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, N/A (\$) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.
- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from Contractor's failure in meeting either or both the Substantial Completion and Final Completion dates.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

"Exhibit C"
BID FORM
CC-2190-07/DRS
General Roofing Services for Seminole County

Name of Bidder: The Roofing Connection, Inc.

Mailing Address: _____

Street Address: 3882 Center Loop

City/State/Zip: Orlando, FL 32808

Phone Number: (407) 294-7663

FAX Number: (407) 294-1997

Email Address: Kcutcher@rciroofing.net

Roofing Contractors License Number: CCC1327960

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents.

A Time and Materials contract will be utilized to procure these services. The time and materials contract provide for the acquisition of services based on direct labor hours and material cost. Direct labor hours are paid for at specified fixed hourly rates that include wages, overhead, general and administrative expenses and profit. Material costs are paid generally at cost, including, if appropriate, material handling charges. The fixed hourly rates shall include all costs for work in place, including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Transportation of material to the project site
- Tools and related items

- Cost associated with company officers and support staff, superintendents, inspectors, project managers, estimators, administrators, buyers, etc.

Contractor will provide the County with copies of invoices for materials with Application for Payment.

Bidders shall provide costs for all categories:

MATERIAL COST:		<i>Added Percentage % (1-10%)</i>
Actual material cost plus percentage		<u>10</u> %
Actual equipment rental cost plus percentage		<u>10</u> %

SERVICES:	<i>Hourly rate per person</i>	<i>Estimated Annual Hours</i>	<i>Total Cost</i>
Minimum Service Charge (based on two (2) hours)			
Leak repairs based on two (2) men crew for standard working hours, 7:00 – 5:00, Monday through Friday	52	650	total
Leak repairs based on two (2) men crew for non-standard working hours, other than 7:00 – 5:00, Monday through Friday	78	750	total
Hourly rate for services other than leak repairs for standard working hours, 7:00 – 5:00, Monday through Friday	52	850	total
Hourly rate for services other than leak repairs for non-standard working hours, other than 7:00 – 5:00, Monday through Friday	78	350	total
TOTAL BID PRICE:			

1. Award for this agreement will be based on Total Bid Price. The Bidder acknowledges that each quoted rate proposed above includes compensation for all work, labor, permits, bonds, and any and all incidental costs necessary for the proper execution of the required services.
2. Contractor will bill for actual material cost and actual equipment rental cost plus percentage. Material and equipment costs will be identified on an individual project basis.
3. The award process for individual work orders is based on low bid process. Contractors will be asked to provide bids based on individual projects, and written quotes must reflect the above rates and include material & rental equipment costs.
4. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.

5. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

6. The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
Section 00150 - Trench Safety Act Form (if applicable to type of work)
Section 00160 - Bidder Information Forms (*Including W-9*)
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00330 - Drug-free Workplace Form
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this
23 day of July, 2007.

The Roofing Connection, Inc.
(Name of BIDDER)

Kathryn Cutcher
(Signature of person signing this BID FORM)

Kathryn Cutcher
(Printed name of person signing this BID FORM)

Sec/Treasurer
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Company Check
(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

"Exhibit D"

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item**. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
	N/A			

TOTAL \$ _____

Kathryn Cutcher
Printed Name

Kathryn Cutcher
Signature

The Roofing Connection, Inc.
Bidder Name

7-23-07
Date

"Exhibit E"

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: The Roofing Connection, Inc.
Signature: *Kathryn Cutcher*
Printed Name: Kathryn Cutcher
Title: Sec/Treasurer
Date: 7-23-07

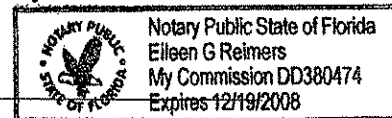
Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 23 day of July, 2007, by Kathryn Cutcher of The Roofing Connection, Inc firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Eileen G. Reimers
Print Name EILEEN G. REIMERS
Notary Public in and for the County
and State Aforementioned

My commission expires: _____



B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-2190-07/DRS

BID TITLE: General Roofing Services for
Seminole County

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 2

OPENING DATE: August 1, 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	One Source Roofing P. O. Box 3829 Orlando, FL 32802 Mr. Shawn Graham (407) 660-8552 Phone (407) 660-8012 Fax	Hartford South, LLC P. O. Box 593515 Orlando, FL 32809 Mr. Jay A. Rintelmann (407) 857-9392 Phone (407) 859-2740 Fax	The Roofing Connection 3882 Center Loop Orlando, FL 32808 Ms. Kathryn Cutcher (407) 294-7669 Phone (407) 294-1997 Fax
TOTAL AMOUNT OF BID MATERIAL COST %	\$130,000.00 5%	\$149,720.00 10%	\$163,800.00 10%
Acknowledge Addenda (1)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Drug-Free Work Place Form	Yes	Yes	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-2190-07/DRS

BID TITLE: General Roofing Services for
Seminole County

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 2 of 2

OPENING DATE: August 1, 2:00 P.M.

ITEM DESCRIPTION	Response 4	Response 5	Response 6
	Collis Roofing P. O. Box 520668 Longwood, FL 32750 Mr. Doug Lanier (321) 441-2300 Phone (321) 441-2313 Fax	General Works, LLC 907 S. US Hwy 17-92 DeBary, FL 32713 Mr. Geoffrey Hagan (386) 775-6320 Phone (386) 668-1947 Fax	Young Roofing of Central FL 216 S. Norton Ave Orlando, FL 32805 Mr. Mark Gregory (407) 426-0400 Phone (407) 426-0424 Fax
TOTAL AMOUNT OF BID MATERIAL COST %	\$174,010.00 25%	\$196,966.00 10%	\$204,880.00 10%
Acknowledge Addenda (1)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Drug-Free Work Place Form	Yes	Yes	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

Opened and Tabulated by: David R. Santiago, CPPB

Posted: 8/2/2007 at 1610

Recommendation: One Source Roofing, Hartford South, LLC and The Roofing Connection (8/21/2007)

Board Date: September 11, 2007